

BILL NO. S-75-08-36.

SPECIAL ORDINANCE NO. S-167-75

AN ORDINANCE approving a contract with T & F  
CONSTRUCTION for Street Lighting Maintenance Contract

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
WAYNE, INDIANA:

SECTION 1. That the contract dated August 14, 1975, between the  
City of Fort Wayne, by and through its Mayor and the Board of Public Works  
and T & F CONSTRUCTION, for:

All tools, equipment, labor and other services necessary for  
the maintenance of the Fort Wayne Street Lighting System

all as more particularly set forth in said contract, which is on file in the  
Office of the Board of Public Works and is by reference incorporated herein,  
made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from  
and after its passage and approval by the Mayor.

Virvian G. Schmidt  
Councilman

APPROVED AS TO FORM  
AND LEGALITY, \_\_\_\_\_

John H. Logan  
City Clerk  
City of Fort Wayne

Read the first time in full and on motion by V. Schmidt seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 8-26-75

Charles W. Teterman  
CITY CLERK

Read the third time in full and on motion by V. Schmidt seconded by Hinga, and duly adopted, placed on its passage.  
Passed (~~lost~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>	<u>0</u>		<u>7</u>	
BURNS	<u>X</u>				
HINGA	<u>X</u>				
KRAUS	<u>X</u>				
MOSES	<u>X</u>				
NUCKOLS				<u>X</u>	
SCHMIDT, D.	<u>X</u>				
SCHMIDT, V.	<u>X</u>				
STIER	<u>X</u>				
TALARICO	<u>X</u>				

DATE: 9-9-75

Charles W. Teterman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. A 167-75 on the 9th day of September, 1975.

ATTEST:

(SEAL)

Charles W. Teterman  
CITY CLERK

James Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of September, 1975, at the hour of 10:00 o'clock A.M., E.S.T.

Charles W. Teterman  
CITY CLERK

Approved and signed by me this 11th day of September, 1975, at the hour of 3:00 o'clock P.M., E.S.T.

John A. Lipp  
MAYOR

Bill No. S-75-08-36

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance  
approving a contract with T & F CONSTRUCTION for Street Lighting  
Maintenance Contract

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

Vivian G. Schmidt - Chairman

William T. Hinga - Vice-Chairman

John Nuckols

Winfield C. Moses, Jr.

Paul M. Burns

*Vivian G. Schmidt*

*William T. Hinga*

*John Nuckols*

*Winfield C. Moses, Jr.*

*Paul M. Burns*

DATE 9-9-75 CONSIDERED BY  
CHARLES W. WELLS, CITY CLERK

Bid Tabulation

Maintenance Contract for Street Lighting System  
City of Fort Wayne, Indiana

Bids Opened May 21, 1975 - 9:00 a.m.  
Room 910 - City-County Bldg.

Contractor	ELC	GILBERT	T & F	VOTAW	WEIKEL		
Bid Bond	X	X	X	X	X		
Financial Statement	X	X	X.....	X.....	X		
Non-Collusion Affidavit	X	X	X..	X	X		
Bid	(20.30)	(17.43)	(19.50)	(85.00)	(24.63)		
1. Relamping Unit - per 8 hour day (normal work day)	162.40	139.50	156.00	680.00	197.00		
2. Relamping Unit - per hour (Holidays and Sundays)	31.75	25.90	(30.00) 240.00	(21.25) 170.00	(37.25) 298.00		
3. Relamping Unit - per hour of overtime (planned over- time on Sat. or more than 8 hrs)	26.03	21.25	24.70	127.00	31.00		
4. Maintenance Unit - per 8 hr. day (normal work day)	392.32	432.30	238.00	2,840.00	560.00		
5. Maintenance Unit - per hour (less than 8 hours)	49.04	57.75	43.50	580.00	75.00		
6. Maintenance Unit - per hour of overtime (planned overtime on Sat. or more than 8 hrs)	68.36	70.00	59.00	6,960.00	95.00		
7. Trouble Shooting Vehicle (Equipment and Operator)- per hr	31.75	25.90	27.20	95.00	31.00		
Relamping, Maintenance, trouble shooting: PER HOUR TOTALS	\$101.09	\$100.68	\$90.20	\$760.00	\$130.63		

3. Trouble Shooting Vehicle (Equipment only, no operator) per hour	8.50	7.00	10.00	79.00	12.00		
1. Trouble Shooting Vehicle (Equipment only, no operator) per month	1,000.00	880.00	400.00	1,920.00	1,500.00		
.976 Adjustment factor	5%	8%	8%	---	10%		
Trailer - Per Hour	1.50	1.00	1.20	NONE LISTED	3.50		
Bucket Truck-Per Hour	8.50	7.00	10.00	"	12.00		
Trencher - Per Hour	6.00	4.75	5.00	"	7.00		
Concrete Saw - Per Hour	5.00	3.50	16.00	"	3.75		
Air Compressor w/Hammer	4.00	4.50	5.00	"	7.50		
Wire and Pipe Locator	1.00	.75	1.00	"	1.00		
L. Bonar, City Engineer							

AGREEMENT

THIS AGREEMENT, made this 14 day of August, 1975, by and between the Board of Public Works of the City of Fort Wayne, Indiana, hereinafter called "OWNER" and T & F Construction Corporation of Indiana, doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will provide maintenance for Fort Wayne Street Lighting System.
2. The Contractor will furnish all of the tools, equipment, labor and other services necessary for the maintenance of the Fort Wayne Street Lighting System as described herein.
3. The Contractor will provide the work required by the CONTRACT DOCUMENTS for the rates indicated for calendar 1975. Owner may extend this agreement for calendar 1976 by adjusting rates bid by eight percent (8%).
4. The Contractor agrees to perform all of the work described in the CONTRACT DOCUMENTS for the unit prices indicated.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) Advertisement for Bids
  - (B) Information for Bidders
  - (C) Bid
  - (D) Bid Bond
  - (E) Agreement
  - (F) General Conditions
  - (G) Specifications for Units and Attachments
  - (H) Performance Bond
  - (I) Addenda:

No. 1, dated May 16, 1975

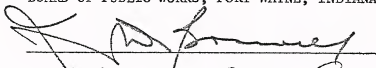

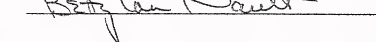
6. The Owner will pay the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in three each of which shall be deemed an original on the date first above written.


OWNER:

BOARD OF PUBLIC WORKS, FORT WAYNE, INDIANA

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

(SEAL)

ATTEST:

  
\_\_\_\_\_  
Edna I. Smith, Clerk

CONTRACTOR:

T & F Construction Corp. of Indiana

BY J.L. Taber President.

Name J. L. Taber

Please Type

3333 Engle Road

Address Ft Wayne, Indiana 46809 Pho. 747-1121

P. O. Box 27 Rte 38 West & County Line Rd.

Hagerstown, Indiana 47346 Pho-317-489-4538



(SEAL)

ATTEST:

V.L. Miller Secy. Treas.

Name V. L. Miller  
Please Type

# Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE

## CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That T & F Construction Corp. of Indiana

(hereinafter called Principal), as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its Home Office in the City of Baltimore, Maryland, and duly authorized and licensed to do business in the State of Indiana (hereinafter called Surety), as Surety, are held and firmly bound unto City of Fort Wayne, Indiana

(hereinafter called Owner), in the full and just sum of One hundred thousand and 00/100 Dollars (\$100,000.), to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

WHEREAS, the Principal has entered into a certain written agreement, dated the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, with the Owner for Street Lighting Maintenance Agreement

which agreement is or may be attached hereto for reference.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Principal shall well and truly perform and carry out the covenants, terms and conditions of said agreement, then this obligation to be void; otherwise to remain in full force and effect.

WITNESS:

T & F Construction Corp. of Indiana (SEAL)By: J. L. Taber President. (SEAL)  
J. L. Taber

(IF INDIVIDUAL OR FIRM)

ATTEST:

V. L. Miller Secy.-Treas.  
V. L. Miller (IF CORPORATION)

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

James G. Wilson  
Attorney-in-fact

By: James G. Wilson  
Attorney-in-fact



Power of Attorney  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

HOME OFFICE BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by JOHN C. GARDNER, Vice-President, and C. M. PECOT, JR., Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries, and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Peggy J. Gunn and Joyce A. Wilson, both of Hagerstown, Indiana, EACH.....

its true and lawful agent and Attorney -in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed:

I. Bonds and undertakings for faithful performance of duty to be filed in any Court of any State of the United States, or in any United States Court, each in a penalty not to exceed the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) as follows: For administrators and executors; committees for incompetent persons; conservators; commissioners; guardians; referees and trustees for the sale of property; receivers and trustees in bankruptcy proceedings; receivers in equity; trustees under will; persons and corporations exercising powers of sale in deeds, mortgages, and other written instruments covering property located in any state of the United States, EXCEPT ASSIGNMENTS FOR BENEFIT OF CREDITORS.

II. Bonds and undertakings to be filed in any Court as aforesaid, each in a penalty not to exceed the sum of SEVENTY-FIVE HUNDRED DOLLARS (\$7,500) as follows: For the payment of costs; for petitioning creditors; for plaintiffs in attachment, garnishment, sequestration and replevin suits; for removal of suits from State to Federal Courts.

III. Bonds each in a penalty not to exceed the sum of TEN THOUSAND DOLLARS (\$10,000) required of State, County, Township or Municipal Officials, of any State of the United States, whether elected or appointed, except those for Treasurers, Deputy Treasurers, Tax Collectors, Deputy Tax Collectors, Sheriffs, Deputy Sheriffs, Police Constables and Justices of Peace.

IV. Bonds for Notaries Public required by the Laws of any State of the United States, each in a penalty not to exceed the sum of FIVE THOUSAND DOLLARS (\$5,000).

V. License bonds, each in a penalty not to exceed the sum of TEN THOUSAND DOLLARS (\$10,000) required by the Statute of any State of the United States or by Ordinance of any Municipality in any State.

VI. Bid, Proposal and Final Bonds and undertakings guaranteeing contracts for the construction or erection of public or private buildings, improvements, and other works, and guaranteeing public and private contracts for supplies; provided, however, that the aforementioned authority does not embrace any bond or undertaking guaranteeing a contract in excess of the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Maryland, in their own proper persons. This power of attorney revokes that issued on behalf of Leonard L. Heath, et al, dated March 18, 1974.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

In WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of June, A.D. 1975.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(SIGNED) C. M. PECOT, JR.  
(SEAL) Assistant Secretary

By JOHN C. GARDNER  
Vice-President

STATE OF MARYLAND  
City of Baltimore

} ss:

On this 9th day of June, A.D. 1975, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and swear, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(SIGNED)  
(SEAL)

MELINDA T. HAUS  
Notary Public Commission Expires July 1, 1978

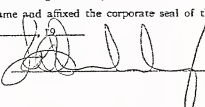
CERTIFICATE

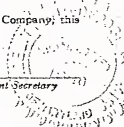
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate is signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

In TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company; this  
.....day of.....

  
Assistant Secretary



DIGEST SHEET

\* TITLE OF ORDINANCE Special Ordinance

*S. 75-08-36* ✓

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Contract for Street Lighting Maintenance was awarded to T & F Construction on a unit price basis.

This contract covers balance of 1975 with option to renew in 1976 at 8% adjusted rate increase.

SEE BID TABULATION ATTACHED

EFFECT OF PASSAGE Provides for street light maintenance

EFFECT OF NON-PASSAGE City has no in-house forces for street light repairs.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Unit cost basis

ASSIGNED TO COMMITTEE

*Finance J.H.*